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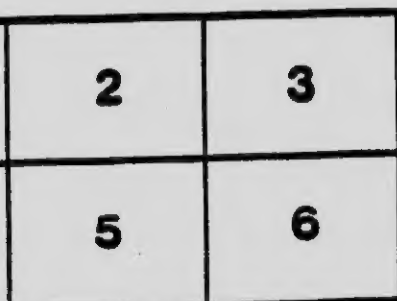
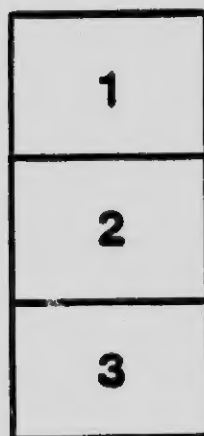
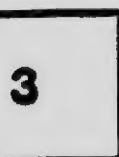
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PROSPECTUS

OF

The Stokes-Stephens Oil Company, Limited

NON PERSONAL LIABILITY



Issued the 20th day of May. A.D. 1914, and
duly filed with the Registrar of Joint Stock
Companies for the Province of Alberta

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OF

The Stokes-Stephens Oil Company, Limited

NON-PERSONAL LIABILITY



Issued the 20th day of May, A.D. 1914, and
duly filed with the Registrar of Joint Stock
Companies for the Province of Alberta.

1. Printed herewith is a copy of the Memorandum of Association of the Company with the names, occupations, and addresses of the signatories and the number of shares subscribed by them respectively.

2. The number of shares fixed by the Articles of Association as the qualification of a Director is 1,000 shares.

3. The names, occupations and addresses of the Directors and the number of shares held by them respectively is as follows:

Name, Address and Description	No. of Shares
William J. Stokes, Calgary, Alta., Hotel Proprietor	25,000
H. L. Stephens, Calgary, Alta., Hotel Proprietor	25,000
C. Wilfred McMillan, Calgary, Alta., Treasurer of the Calgary Brewing & Malting Co., Ltd.	25,000
John Irwin, Calgary, Alta., Manager of John Irwin Co., Ltd.	25,000
Ira E. Segur, Calgary, Alta., Oil Expert	200,000
J. Harry Charman, Calgary, Alta., Barrister	200,000
the shares of the two Directors last named having been allotted to them as Vendors of the lands hereinafter mentioned, and none of the said shares are held by any of the Directors other than in his own right as beneficial owner.	

4. The minimum subscription upon which the Directors may proceed to commence business is 100,000 shares, and the minimum amount payable on application and allotment on each share is 25 cents per share.

5. The number and amount of shares agreed to be issued as fully paid up otherwise than in cash is 700,000 of a par value of \$700,000 which amount is to be paid to the Vendors hereinafter mentioned as consideration for the transfer to this Company of the Petroleum and Natural Gas Leases hereinafter described. The Company proposes to purchase from the following persons the Petroleum and Natural Gas Leases, the purchase price of which is to be paid wholly by the issue to such persons of the number of shares fully paid up set opposite to their respective names:

Name, Address and Lease.	Consideration in shares
Victor M. Backus, Calgary, Alta., Section 32, Township 21, Range 3, West of the 5th Meridian	233,333

J. Harry Charman, Calgary, Alta.,
 Section 20, Township 21, Range 3, West
 of the 5th Meridian 233,333
 Ira E. Segur, Calgary, Alta.,
 Section 30, Township 21, Range 3, West
 of the 5th Meridian 233,334
 Nothing is being paid for good will.

6. Copies of the contracts with said Vendors are on file in the office of the Company's solicitors, Messrs. Stewart, Charman & Cameron, 220 A 8th Ave. West, Calgary, Alberta, and may be inspected at any time during ordinary business hours.

7. The Company proposes to pay to its Fiscal Agent for procuring subscriptions for shares in this Company, a commission of 20 per cent on the selling price of such shares.

8. The preliminary expenses of the Company are estimated at \$1,000.00.

9. Excepting the amount paid to the Vendors as aforesaid as consideration for the transfer of the said leases, nothing is being paid or is intended to be paid to any promoter.

10. The full amount of this issue after payment of the preliminary expenses and commission for the sale of stock is to be utilized as working capital of the Company.

11. The said Vendors have agreed to pay to the said Stokes, Stephens, McMillan and Irwin 100,000 shares in the Company's capital, to be divided amongst them equally, in consideration of services rendered by them in connection with the formation of the Company.

(Signed.)

John Irwin.
 I. E. Segur.
 J. H. Charman.
 W. J. Stokes.
 H. L. Stephens.
 C. H. McMillan

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Memorandum of Association

The Stokes-Stephens Oil Company Limited.

1. The name of the Company is "The Stokes-Stephens Oil Company Limited."

2. The registered office of the Company will be situated at the City of Calgary in the Province of Alberta.

3. The objects for which the Company is incorporated are as follows:

(1.) To obtain by purchase, lease hire, discovery, location or otherwise, and hold within the Province mines, mineral claims, mineral leases, prospects, mining lands and mining rights of every description, and to work, develop, operate and turn the same to account, and to sell or otherwise dispose of the same or any of them, or any interest therein.

(2.) To carry on the business of searching for, prospecting, digging, boring, drilling, preparing, producing, refining, piping, storing, transporting, supplying, buying, selling, manufacturing, and distributing petroleum and other oils and natural gas or other minerals and their products and by-products.

(3.) To dig for, raise, crush, wash, smelt, assay, analyze, reduce, amalgamate and otherwise treat gold, silver, copper, lead, ore or deposits and other minerals and metallic substances and compounds of all kinds, whether belonging to the Company or not and to render the same merchantable and to buy, sell and deal in the same or any of them.

(4.) To dig, bore or drill for such petroleum, natural gas or other mineral, and to carry on any and every process or work necessary or convenient to make the same merchantable or saleable, either in crude or refined form.

(4.) To carry on the business of a mining, smelting, milling and refining company in all or any of its branches.

(5.) To acquire, construct, maintain and operate refineries for the refining of crude petroleum.

(6.) To acquire by purchase, lease, hire, exchange or otherwise such timber lands or leases, timber claims, licenses to cut timber, surface rights and rights of way, water rights, and privileges, mills, factories, furnaces for smelting and treating ores and refining metals, buildings, machinery, plant or other real or personal

property as may be necessary for or conducive to the proper carrying out of any of the objects of the Company.

(7.) To construct, maintain, alter, make, work and operate on the property of the Company, or on property controlled by the Company, any canals, trails, roads, ways, tramways, bridges and reservoirs, dams, flumes, race and other ways, water-courses, aqueducts, wells, wharves, piers, furnaces, saw-mills, crushing works, smelting works and concentrating works, hydraulic works, electrical works and appliances, warehouses, buildings, machinery plant, stores and other works, and conveniences, which may seem conducive to any of the objects of the Company, and, with the consent of the shareholders in general meeting, to contribute to, to subsidize or otherwise aid or take part in any such operation though constructed and maintained by any other company or persons outside of the property of the Company, and to buy, sell, manufacture and deal in all kinds of works, stores, implements, provisions, chattels and effects required by the Company or its workmen and servants.

(8.) To build, acquire, own, charter, navigate and use steam and other vessels for the purpose of the Company.

(9.) To take, acquire and hold as the consideration for ores, metals or minerals sold or otherwise disposed of or for goods supplied, or for work done by contract or otherwise, shares, debentures, bonds or other securities, of or in any other Company, the objects of which are restricted as herein aforesaid, and to sell or otherwise dispose of the same.

(10.) To enter into any agreement for sharing profits, union of interests or co-operation with any other person or company carrying on or about to carry on any business or transaction which a company specially limited under Section 63 of the Companies Ordinance is authorized to carry on.

(11.) To purchase and otherwise acquire and undertake all or any of the assets, business, property, privileges, contracts, rights, obligations, and liabilities of any person or company carrying on any part of the business which a company specially limited under this section is authorized to carry on, or possessed of property suitable for the purposes thereof.

(12.) More particularly, but not so as to restrict the generality of the foregoing, to acquire by purchase, lease, hire, discovery or otherwise, Petroleum and Natural Gas Leases, and to work, develop, operate and turn the same to account and to sell or otherwise dispose of the same or any part thereof or any of them or any interest therein.

(13.) To purchase or otherwise acquire from the owners or holders thereof, take over, hold and sell or otherwise dispose of the Petroleum and Natural Gas Leases or any of them granted

by His Majesty King George the Fifth (represented therein by the Minister of the Interior of Canada) covering sections twenty (20), thirty (30) and thirty-two (32) in township twenty-one (21), range three (3), west of the fifth meridian in the Province of Alberta, at such price and on such terms as the Provisional Directors or their successors in office may deem proper, and the Provisional Directors of the Company or their successors in office are hereby authorized to conclude such bargain or arrangement as they may deem proper for the purchase or other acquisition of the said Leases or any of them, and to pay for the same either in cash or fully paid up shares in the Company's capital, or partly in cash and partly in fully paid up shares as aforesaid.

(14.) To borrow or raise money for the purposes of the Company, but so that the amount so borrowed or raised shall not, without the sanction of a general meeting of the Company, exceed one-quarter of the amount paid up of the capital for the time being, and for the purpose of securing such money and interest or for any other purpose to mortgage or charge the undertaking or all or any part of the property of the Company, present or after acquired, and to create, issue, make, draw, accept and negotiate perpetual or redeemable debentures or debenture stock, promissory notes, bills of exchange, bills of lading, warrants, obligations and other negotiable and transferrable instruments; provided however that the restriction in this paragraph contained as to borrowing without the sanction of a general meeting shall not be deemed to be imperative, and shall in no wise limit, control or affect any power of borrowing vested in the Board of Directors of the Company or of the Company under the Memorandum of Association, or the Articles of Association, or by By-laws of the Company.

(15.) To distribute any of the property of the Company among the members in specie.

(16.) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with the undertaking of the whole or any part of the property and rights of the Company, with power to accept as the consideration any shares, stocks, or obligations of any company; provided, however, that in case of a sale for shares in a company, such shares shall be fully paid up; to do all such other things as are incidental or conducive to the attainment of the foregoing objects.

NOTHING in any clause or paragraph above contained shall be construed to restrict the generality of anything in any other clause or paragraph contained.

4. The liability of the Company is limited by shares and no liability beyond the amount actually paid upon shares and stock in this Company by the subscribers thereto or holders thereof shall attach to such subscriber or holder.

5. The capital of the Company is ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) divided into one million five hundred thousand shares of the par value of one dollar (\$1.00) each.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital stock of the Company set opposite our respective names.

Names, Address and Description of Subscribers.	Shares taken
(Sgd) W. J. Stokes, Calgary, Alta., Hotel Proprietor	One
Proprietor	One
(Sgd) H. L. Stephens, Calgary, Alta., Hotel	
(Sgd) C. A. McMillan, Calgary, Alta., Treasurer.....	One
(Sgd) John Irwin, Calgary, Alta., Merchant	One
(Sgd) Ira E. Segur, Calgary, Alta., Oil Expert	One
(Sgd) J. H. Charman, Calgary, Alta., Barrister	One

Witness to the above signatures:

WM. A. MacDONALD, Barrister,

Calgary, Alta.

Dated at the City of Calgary, this 19th day of May A.D. 1914.



